

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (JAN 2004)

(a) *Definitions.* As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show –

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and –

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals.

Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the

successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.2 52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

L.3 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - TARGETS. (OCT 2000)

L.4 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Indefinite Delivery, Indefinite Quantity contract with Fixed Priced Task Orders resulting from this solicitation.

(End of provision)

L.5 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION. (FEB 1999)

(a) The Offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade

27.3%

Goals for Female Participation for Each Trade

6.9%

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled Affirmative Action Compliance Requirements for Construction, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to

employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the -

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the covered area is NASA, Johnson Space Center, Harris County, Houston, TX.

(End of provision)

L.6 52.225-10 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS. (MAY 2002)

(a) *Definitions.* Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled Buy American Act - Construction Materials (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An Offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the Contracting Officer will award to the Offeror that did not request an exception

based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested -

(i) Will be rejected as non-responsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

L.7 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS. (JAN 2005)

(a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

(b) *Requests for determination of inapplicability.* An Offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the Contracting Officer will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers. (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the Offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the Offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as non-responsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

L.8 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Frances L. Mahan/BJ4
NASA, Johnson Space Center
2101 NASA Parkway
Houston, TX 77058-3696

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

L.9 52.236-27 SITE VISIT (CONSTRUCTION). (FEB 1995) - ALTERNATE I (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, Offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for May 23, 2007 from 12:30 p.m. to 2:00 p.m. Central Daylight Time.

Gilruth Recreation Center, Building 207
2101 NASA Parkway
Houston, TX 77058-3696

(c) Participants will meet in the lobby of the Gilruth Recreation Center, Building 207, and will be escorted to Building 265. Participants are required to register by contacting Mr. Elijah Williams via email at elijah.j.williams@nasa.gov by May 21, 2007; attendance is limited to two individuals per company.

(End of provision)

L.10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:
<http://www.acqnet.gov/far/>

NASA FAR Supplement (NFS) clauses:
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of provision)

L.11 1852.215-77 PREPROPOSAL/PRE-BID CONFERENCE. (DEC1988)

(a) A pre-proposal/pre-bid conference will be held as indicated below:

Date: May 23, 2007 Time: 9:00 a.m. – 11:00 a.m. Central Daylight Time

Location: Gilruth Recreation Center, Building 207
Lone Star Room
2101 NASA Parkway
Houston, TX 77058-3696

(b) Attendance at the preproposal/pre-bid conference is recommended; however, attendance is neither required nor a prerequisite for proposal/bid submission and will not be considered in the evaluation. However, if attending, participants are required to register by contacting Mr. Elijah Williams via email at elijah.j.williams@nasa.gov by May 21, 2007; attendance is limited to two individuals per company.

(End of provision)

L.12 1852.215-81 PROPOSAL PAGE LIMITATIONS. (FEB 1998)

(a) The following page limitations are established for each portion of the proposal submitted in response to this solicitation.

Proposal Section	Page Limit
Volume I – Baseline Requirements and Value Characteristics	20
Items excluded from the Volume I page count:	
Subcontracting Plan	
Safety and Health Plan	
Model Contract with Fill-ins Completed	
Volume II – Cost/Price	N/A
Volume III – Past Performance	N/A

(b) A page is defined as one side of a sheet, 8 1/2 x 11, with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2 x 11 pages. The metric standard format most closely approximating the described standard 8 1/2 x 11 size may also be used.

(c) Title pages and tables of contents are excluded from the page counts specified in paragraph (a) of this provision. In addition, the Cost section of your proposal is not page limited. However, this section is to be strictly limited to cost and price information. Information that can be construed as belonging in one of the other sections of the proposal will be so construed and counted against that section's page limitation.

(d) If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.

(e) Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the Offeror.

(End of provision)

L.13 1852.223-73 SAFETY AND HEALTH PLAN. (NOV 2004)

(a) The Offeror shall submit a detailed safety and occupational health plan as part of its proposal (see NPR 8715.3, NASA Safety Manual, Appendices). The plan shall include a detailed discussion of the policies, procedures, and techniques that will be used to ensure the safety and occupational health of Contractor employees and to ensure the safety of all working conditions throughout the performance of the contract.

(b) When applicable, the plan shall address the policies, procedures, and techniques that will be used to ensure the safety and occupational health of the public, astronauts and pilots, the NASA

workforce (including Contractor employees working on NASA contracts), and high-value equipment and property.

(c) The plan shall similarly address subcontractor employee safety and occupational health for those proposed subcontracts that contain one or more of the following conditions:

(1) The work will be conducted completely or partly on premises owned or controlled by the government.

(2) The work includes construction, alteration, or repair of facilities in excess of the simplified acquisition threshold.

(3) The work, regardless of place of performance, involves hazards that could endanger the public, astronauts and pilots, the NASA workforce (including Contractor employees working on NASA contracts), or high value equipment or property, and the hazards are not adequately addressed by Occupational Safety and Health Administration (OSHA) or Department of Transportation (DOT) regulations (if applicable).

(4) When the assessed risk and consequences of a failure to properly manage and control the hazards warrants use of the clause.

(d) This plan, as approved by the Contracting Officer, will be included in any resulting contract.

(End of provision)

L.14 1852.228-73 BID BOND. (OCT 1988)

(a) Each bidder shall submit with its bid a bid bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in Federal Acquisition Regulation clause 52.228-1, in the amount of twenty percent (20%) of the bid price, or \$3 million, whichever is the lower amount.

(b) Bid bonds shall be dated the same date as the bid or earlier.

(End of provision)

L.15 1852.233-70 PROTESTS TO NASA. (OCT 2002)

Potential bidders or Offerors may submit a protest under 48 CFR Part 33 (FAR Part 33) directly to the Contracting Officer. As an alternative to the Contracting Officer's consideration of a protest, a potential bidder or Offeror may submit the protest to the Assistant Administrator for Procurement, who will serve as or designate the official responsible for conducting an independent review. Protests requesting an independent review shall be addressed to Assistant Administrator for Procurement, NASA Code H, Washington, DC 20546-0001.

(End of provision)

L.16 1852.236-71 ADDITIVE OR DEDUCTIVE ITEMS. (MAR 1989)

(a) The low bidder for purposes of award shall be the conforming responsible bidder offering the low aggregate amount for the first or base bid item, plus or minus (in order of priority listed in

the Schedule) those additive or deductive bid items providing the most features of the work within the funds determined by the Government to be available before bids are opened. If addition of another bid item in the listed order of priority would make the award exceed those funds for all bidders, it shall be skipped and the next subsequent additive bid item in a lower amount shall be added for each bid if award on it can be made within the funds.

(b) An example for one bid is an amount available of \$100,000, a bidder's base bid of \$85,000, and four successive additives of \$10,000, \$8,000, \$6,000, and \$4,000. In this example, the aggregate amount of the bid for purposes of award would be \$99,000 for the base bid plus the first and fourth additives, the second and third additives being skipped because either of them would cause the aggregate bid to exceed \$100,000.

(c) All bids shall be evaluated on the basis of the same additive or deductive bid items. The listed order of priority must be followed only for determining the low bidder. After determination of the low bidder, award in the best interests of the Government may be made to that bidder on its base bid and any combination of its additive or deductive bid items for which funds are determined to be available at the time of the award, provided that award of the combination of bid items does not exceed the amount offered by any other conforming responsible bidder for the same combination of bid items.

(End of provision)

L.17 1852.236-74 MAGNITUDE OF REQUIREMENT. (DEC 1988)

The Government estimated price range for the sample Task Order, "Building 265 Addition," is between \$1,000,000 and \$5,000,000

(End of provision)

L.18 COMMUNICATIONS REGARDING THIS SOLICITATION

(a) Questions or comments regarding this solicitation must be submitted in writing, cite the solicitation number, and be directed to the following Government representative:

Name:	Elijah J. Williams	Phone:	281-244-1638
Address:	2101 NASA Parkway	Email:	elijah.j.williams@nasa.gov
	Mail Code: BJ3		
	Houston, TX 77058-3696		

Oral questions will not be answered due to the possibility of misunderstanding or misinterpretation.

Questions are due to the Government Representative above no later than May 30, 2007 at 2:00 p.m. Central Daylight Time.

(b) Questions or comments should be submitted to allow for analysis and dissemination of responses in advance of the proposal due date. Late questions or comments are not guaranteed a response prior to the proposal due date.

(c) Questions or comments shall not be directed to the technical activity personnel.

(End of provision)

L.19 52.232-14 NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS. (APR 1984)

L.20 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER. (MAY 1999)

L.21 SUBMISSION OF OFFERS.

Volume III - Past Performance, including Past Performance Questionnaires, shall be submitted no later than 2:00 p.m. Central Daylight Time on June 13, 2007.

Volume I – Baseline and Qualitative Value Characteristics, Volume II – Cost/Price, shall be submitted no later than 2:00 p.m. Central Daylight Time on June 20, 2007.

Proposals must be marked and delivered in accordance with Section L.23-Proposal Marking and Delivery.

(End of provision)

L.22 JSC 52.215-109 PROPOSAL MARKING AND DELIVERY. (JUL 2006)

(a) Methods of Proposal Delivery

Proposals shall be delivered to the designated proposal receiving office by one of the following methods:

U.S. Postal Service
Commercial Delivery Service
Delivery by company employee or other individual agent

Regardless of the method of delivery chosen, the Offeror is responsible for delivery of the proposal to the designated receiving office no later than the date and time stated in the solicitation.

(b) External Marking of Proposal Package(s)

All proposal packages must be closed, sealed, and marked in large letters “**PROPOSAL – DELIVER UNOPENED**”. Proposal packages must include the solicitation number, the contracting officer’s name, mail code/stop, and the Offeror’s name and address clearly marked on the outside of the package.

The Offeror shall include a notice on the cover of the proposal package as follows:
“**NOTICE: THIS PROPOSAL MUST BE DELIVERED TO THE SPECIFIED ADDRESS NO LATER THAN (Offeror to fill in).**”

(c) Delivery Address

Proposals must be delivered to the address/location specified on the cover page of the solicitation.

Proposals submitted by commercial delivery service or hand carried packages must be delivered to: NASA Johnson Space Center
Central Receiving, Bldg 421
2101 NASA Parkway
Houston, TX 77058-3696

Faxed or E-mailed Proposals Will Not Be Accepted.

(End of provision)

L.23 SOLICITATION PACKAGE

Offerors downloading this solicitation from the Internet should note that Specifications and Drawings are not available electronically and must be requested by the Offeror. Each request shall identify the project title, "Building 265 Addition." A complete package may be purchased by contacting the following:

Ridgways Limited
Attn: Don Hummel
2900 Smith Street
Houston, TX 77006
Phone: 713-787-1208

Additionally, Specifications and Drawings may be viewed at the following locations:

Associated Builders and Contractors
Attn: Plan Room Coordinator
3910 Kirby, Suite 131
Houston, TX 77098
Phone: 713-523-6222

Associated General Contractors of America
Attn: Planning Room
3825 Dacoma St.
Houston, TX 77092
Phone: 713-843-3700

NASA Johnson Space Center
Attn: Monica Craft, Cheryl Harrison, or Charles Williams
Industry Assistance Office (Building 111)
2101 NASA Parkway
Houston, TX 77058-3696
Viewing Hours: Monday – Friday, 8:30 a.m. – 4:30 p.m.
Phone: 281-483-4134

(End of provision)

L.24 ACCEPTANCE OF TERMS AND CONDITIONS

The proposed contract terms and conditions incorporated in this RFP are intended for incorporation into any resulting contract. The Offeror's proposal shall contain a statement of acceptance of these provisions. Alternatively, if the Offeror proposes any changes or deletions to these proposed terms and conditions, or additional provisions, the Offeror should fully explain the Offeror's reasons, with appropriate background information, and recommended substitute language. Any failure to clearly indicate objections to the proposed contract terms and

conditions contained in this RFP will be construed as acceptance of them, verbatim.

(End of provision)

L.25 INSTRUCTIONS FOR PROPOSAL PREPARATION

Offeror's are required to submit an original and three (3) copies each of Volumes I, II, and III in three (3), 3 ring binders. Volume I, II, and III originals shall be marked as "Original" for retention by the Contracting Officer. All copies of each volume shall contain identical information and formatting. In addition to the five hardcopies, the Offeror shall submit an electronic version of Volume I, II, and III on CD-ROM. The government will use the electronic copies in the evaluation process and may compare the electronic and paper copies. If a variation in content between any of the paper copies and the electronic one is noted, the paper copy marked original shall be considered the submitted proposal. Each CD-ROM case and the CD-ROM itself shall be labeled as to the Offeror and the RFP number.

Volumes I, II, and III shall be organized as detailed below. Each volume shall be separately bound in 3-ring binders that permit the volume to lie flat when open and shall be tabbed and prepared in accordance with the page limitations established in L.12 – Proposal Page Limitations. Staples shall not be used. All pages in each volume shall be sequentially numbered. A cover sheet should be included in each binder, clearly marked with Offeror's name, phone number, facsimile number, e-mail address, date of offer, volume number, title, copy number, and RFP identification. Information not provided elsewhere in the proposal shall not be incorporated by reference. A suitable table of contents shall be provided with each volume for ready reference to sections, figures, and illustrations.

Volumes should be consistent with the following structure:

VOLUME I – Baseline and Predefined Qualitative Value Characteristics

Section I – Baseline Characteristics

- (a) Financial Capability and Bonding Capacity (Including Bid Bond)
- (b) Subcontracting Plan
- (c) United States Green Building Council (USGBC) Leadership in Energy and Environmental Design (LEED) Registered Project(s) (Past or Current Project(s)) and USGBC Accredited LEED Professional Member(s) of the Prime Contractor's Team
- (d) Safety and Environmental
 - (1) Safety and Health Plan
 - (2) Environmental Compliance
 - (3) Safety Record
- (e) Past Performance (**To Be Submitted in Volume III – Past Performance**)
- (f) Three Original Signed Copies of the Model Contract (Sections A-J) and Section K - Representations, Certifications, and Other Statements of Offerors

Section II – Predefined Qualitative Value Characteristics (VC)

- (a) USGBC LEED Certified Project(s) (Past or Current Project(s))
- (b) Safety Ratings
 - (1) Experience Modifier Rate (EMR) (**To Be Submitted in Volume I, Section I – Baseline Characteristics Under (e)(3)**)
 - (2) Total Recordable Incident Rate (TRIR)

- (3) Days Away From Work, Days of Restricted Work Activity or Job Transfer Rate (DART)
- (c) Past Performance (To Be Submitted in Volume III – Past Performance)

VOLUME II – Cost/Price

- (a) Cost/Price (Section L, Attachment L.3, Task Order – “Building 265 Addition”)

VOLUME III – Past Performance

- (a) Past Performance Questionnaires, Section I, for Prime and Major Subcontractor/Team Members (Section II of the Past Performance Questionnaires, shall be submitted by the Past Performance Rater directly to the government representative listed in L.18, Communications Regarding This Solicitation.

(End of provision)

L.26 REQUIRED PROPOSAL CONTENT

This procurement shall be conducted utilizing a tradeoff between the combination of acceptable baseline characteristics and predefined qualitative (value) characteristics, including past performance, and cost/price. Based on FAR 52.215-1(f), the Government seeks to select offerors whose proposal represents the best value after evaluation.

The Government's Baseline Characteristics are required submittals in the Offeror's proposal in order for the proposal to be considered for further evaluation. The Government's Predefined Qualitative Value Characteristics (VC) are optional submittals that go beyond the baseline characteristics and will serve as the discriminators among offers. If a VC is not applicable to the Offeror's proposal, the Offeror shall so state.

Offerors are required to provide information responsive to the items set forth below. This information is considered essential for the Government to conduct fair and uniform evaluations of proposals in accordance with the evaluation factors and sub-factors provided in Section M.

Offerors that do not meet or provide verifiable documentation of all baseline characteristics as described will be considered non-responsive and will not be evaluated.

Baseline and qualitative VC are discussed in detail below:

L.26.1 VOLUME I, SECTION I - BASELINE CHARACTERISTICS

(a) Financial Capability and Bonding Capacity (Including Bid Bond)

The Offeror shall submit information sufficient to establish financial capability to perform under this contract. All properly marked financial data will be protected as proprietary data. Offerors must include:

- (1) A list of current commitments and contracts, their value, estimated completion dates, and point of contact with telephone number.

- (2) The Offeror shall submit verifiable documentation from their respective Bonding and Surety Company demonstrating the financial capability necessary to furnish performance and payment bonds for at least \$10 million. (Note that the Offeror shall submit verifiable documentation demonstrating financial capability necessary to furnish performance and payment bonds for 100% of the value of each Task Order awarded as part of this contract.)

Offerors that do not demonstrate financial capability and provide verifiable documentation of bonding capacity will be considered non-responsive and will not be evaluated further.

Bid Bond

Offerors shall submit a bid bond in accordance with L.14 NFS 1852.228-73, Bid Bond for the Task Order in Section L, Attachment L.3. The original bond shall be clearly marked as "original" with a raised seal.

(b) Subcontracting Plan

Small businesses are NOT required to submit a subcontracting plan.

The Offeror shall provide a subcontracting plan in compliance with FAR 52.219-9, Alternate II (applicable only to Offerors defined by the Small Business Administration as a "large business") (See Section I, I.14). For purposes of the contract, the subcontracting goals included for Small Businesses, Small Disadvantaged Businesses, Women-Owned Small Businesses, HUBZone Small Businesses, Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses equates to **25%** of the total contract value in accordance with Paragraph H.9. The Subcontracting Plan will be evaluated in accordance with Section M.26.1(b), which includes the extent of participation of Small Businesses.

For large businesses, if you propose a joint venture, *or if you propose to subcontract a portion of work*, explain how you will organize to assure effective management control and meet the **25%** requirement per FAR 52.236-1.

(c) USGBC LEED Registered Projects (Past and/or Current Projects) and a USGBC Accredited LEED Professional Member(s) of the Prime Contractor's Team

- (1) The Offeror shall submit verifiable documentation for every past and/or present USGBC Registered LEED project(s) which they have led or partnered. LEED scorecards will not be accepted as a substitute for verifiable identification of LEED registered projects.
- (2) The Offeror shall submit verifiable documentation that the prime contractor's team for all applicable Task Orders issued under this resulting contract requiring LEED Certification will consist of one or more USGBC Accredited LEED Professional(s).

(d) Safety and Environmental

(1) Safety and Health Plan

The Contractor shall submit to the JSC Contracting Officer with the its proposal, a Corporate Safety and Health Plan in accordance with NFS Clause 1852.223-73, Specification Section 01410, Contractor's Safety and Health Program, and the JSC Safety and Health Handbook at <http://jschandbook.jsc.nasa.gov/>, for instructions that outline the firm's safety and health

program, policies, and procedures. The Plan shall document the firm's approach to safety and conformance with occupational safety and health requirements of this contract, and shall be applicable to any work performed under this contract.

A letter from the Contractor stating compliance with these provisions is not acceptable.

Note: The Offeror who is awarded the Task Order, "Building 265 Addition," will be required to submit a Site Specific Safety and Health Plan for that respective project in accordance with NFS Clause 1852.223-73, the JSC Safety and Health Handbook, and Specification Section 01410, Contractor's Safety and Health Program. Work shall not begin on any Task order awarded until the Site Specific Safety and Health Plan is approved by the NASA Occupational Safety Team (NS2).

(2) Environmental Compliance

Offerors shall provide a statement and explanation of Environmental Protection Agency (EPA) citations for environmental violations that were received as a result of the company's performance during the last 3 years. Included shall be any violations that any customer received as a result of the Offeror's performance.

(3) Safety Record

The Offeror shall provide the following indicators:

Independently documented evidence that your firm's designated Safety Experience Modifier Rate (EMR), used to calculate Workmen's Compensation Insurance, is equal to or less than .99. You must provide your most current EMR rating for calendar year 2006 and the previous two years' EMR ratings.

Note: Only Offerors whose firm's designated Safety EMR is equal to or less than .99 will receive further consideration as a VC.

(e) Past Performance

Past Performance Questionnaires shall be submitted in Volume III – Past Performance. Volume III - Past Performance shall be submitted no later than the designated submittal date in L.21 - Submission of Offers.

Past Performance ratings will be defined by evaluating the Offeror's Past Performance Questionnaires, additional Past Performance information submitted by the Offeror, as well as any additional information available to the Government regarding the Offeror's Past Performance.

Only Offerors receiving a combined Past Performance rating of "Minor Value" or above will be considered for further evaluation.

(f) Three Original Signed Copies of the Model Contract (Sections A-J) and Section K – Representations, Certifications, and Other Statements of Offerors

Offerors shall submit 3 original signed copies of the model contract executed by an official authorized to bind your company. The model contract shall comprise of Sections A through J of the solicitation. Failure to complete any fill-ins within the model contract renders the Offeror non-responsive.

HUBZone Small Businesses shall note that I.1 Notice of Price Evaluation Preference for HUBZone Small Business Concerns, FAR 52.219-4, is a required fill-in for Certified HUBZone Small Businesses only.

In addition, Section K - Representations, Certifications, and Other Statements of Offerors shall be submitted in accordance with K.1 52.204-8 Annual Representations and Certifications and K.2 52.223-13 Certification of Toxic Chemical Release Reporting.

L.26.2 VOLUME I, SECTION II – PREDEFINED QUALITATIVE VALUE CHARACTERISTICS (VC)

(a) USGBC LEED Certified Project(s) (Past or Current Project(s))

- (1) The Offeror shall submit a verifiable certificate from the USGBC for every past or current USGBC LEED Certified project(s) which they have led or partnered. LEED scorecards will not be accepted as a substitute for verifiable identification of LEED certified projects.
- (2) The Offeror's role in the project(s) shall be defined and described as either the prime contractor or the subcontractor or with a description of the role which was significant to the successful completion of the project.

(b) Safety Ratings

- (1) Only Offerors whose firm's designated Safety EMR is equal to or less than .99 will receive further consideration as a VC.

Note: The Offeror's EMR shall be submitted previously under the Baseline Characteristics requirements.

- (2) The Offeror shall submit independent documented evidence of their firm's designated OSHA Total Recordable Incident Rate (TRIR) with NAICS Code. Offeror shall provide their current TRIR for calendar year 2006 and the previous two years' TRIR ratings.
- (3) The Offeror shall submit independent documented evidence of their firm's OSHA Days Away From Work, Days of Restricted Work Activity or Job Transfer Rate (DART) with NAICS Code. Offerors shall provide their current DART rate for calendar year 2006 and the previous two years' DART ratings.

(c) Past Performance

Past Performance Questionnaires shall be submitted in Volume III – Past Performance. Volume III - Past Performance shall be submitted no later than the designated submittal date in L.21-Submission of Offers.

Past Performance ratings will be defined by evaluating the Offeror's Past Performance Questionnaires, additional Past Performance information submitted by the Offeror, as well as any additional information available to the Government regarding the Offeror's Past Performance.

L.26.3 VOLUME II - COST/PRICE

(a) Cost/Price (Attachment L.3 - Task Order, "Building 265 Addition")

Offerors shall complete Section L, Attachment L.2 - Pricing Form(s), for the prime and any subcontractors. A Pricing Form shall be submitted for each CLIN(s) as stated in the Task Order. Offerors are required to propose on all CLIN(s), **partial proposals or alternate proposals will not be accepted**. The pricing forms shall have an original signature by an individual authorized to bind your company.

Detail shall be provided in such a manner that review, computation, and verification can be accomplished quickly. Offerors shall provide supplemental pricing data (worksheets, etc) with a detailed price breakdown for each division identified on the Pricing Form, Section L, Attachment L.2. Offers shall provide a brief narrative supporting the supplemental pricing data, including an explanation of any items priced as "other".

L.26.4 VOLUME III – PAST PERFORMANCE

(a) Past Performance Questionnaires

Definition: Significant subcontractors and/or teaming partner(s), defined as any member of the proposed team expected to perform work over \$500,000 of the team's work over the life of the contract."

Offerors shall provide Section L – Attachment L.1, Past Performance Questionnaire.

The Offeror and all significant subcontractors of the (Prime) Offeror and/or teaming partner(s) shall provide a minimum of 3, maximum of 5, Past Performance Questionnaires for completed or substantially completed contracts within the last five years that best demonstrate the company's ability to perform general construction, modifications, refurbishments, and rehabilitations. Offerors shall focus on projects performed on federal installations and/or projects requiring USGBC LEED certification when possible, as well as contracts that were performed by the division of the company proposed to perform this effort.

Offerors with no previous federal government contracts shall so state in the past performance section of its proposal. Offerors with no previous past performance shall also so state in the past performance section of its proposal. Offerors with no previous past performance will receive a neutral evaluation. For newly formed companies with little or no relevant experience, the Government may consider information provided for predecessor firms, the company's principal owners, and corporate officers in accordance with FAR 15.305(a) (2) (iii). Offerors with no previous federal contracting experience shall provide, instead, the required information for other contracts performed, if any, for state or local Governments or for private sector customers.

The Offeror shall **ONLY** complete Section I, "To Be Completed by Offeror," of the Past Performance Questionnaire in its entirety. **The Questionnaire shall then be forwarded to the contract customer to complete the remaining sections.** The contract customer shall complete the Past Performance Questionnaire and submit it directly to NASA/JSC by the Past Performance Volume submission date identified in Section L.21 - Submission of Offers. **Past Performance Questionnaires will not be accepted from Offerors.**

In addition, Volume III – Past Performance shall include a completed copy of Section I, "To Be

Completed by Offeror," for all Past Performance Questionnaires issued by the prime contractor and by the significant subcontractor and/or team members.

The Offeror is responsible for ensuring that the questionnaires issued by them and its significant subcontractor and/or team members are completed and submitted directly by the contract customer to NASA, Johnson Space Center, at the address listed below, no later than Past Performance Volume submittal date designated in Section L.21 - Submission of Offers. **Faxed Or E-mailed Past Performance Questionnaires Will Not Be Accepted.**

NASA Johnson Space Center
Attn: Elijah Williams
Mail Code: BJ3
2101 NASA Parkway
Houston, Texas 77058-3696

Telephone: 281-244-1638

Any additional past performance information that the Offeror feels is relevant to past performance experience may be submitted in Volume III – Past Performance.

Offerors are notified that the government may use any additional sources of information available to it regarding the Offeror's relevant experience and past performance and consider the information thus obtained as part of this evaluation. The Offeror bears the burden of providing relevant and timely references with accurate and current telephone numbers and addresses.

In accordance with FAR 15.305 (a) (2) (ii) the Offeror is authorized to provide information on problems encountered on the identified contracts and the Offeror's corrective actions.

(End of provision)